



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 1/22/2026

**File ID:** TMP-6426

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Land Design Solutions, Inc., for Engineering Design Services for Clinton Avenue and Monroe Street Streetscape Improvements, Project No. 71-26-SP04.

Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-524009-00000000

**City Cost Amount:** \$151,950.00

**Total Cost:** \$151,950.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1  District 2  District 3  District 4  District 5

**Additional Comments:**

Design services for streetscape improvements at the intersection of Clinton Avenue and Monroe Street associated with the Arts Huntsville art installation consisting of surveying, foundation design, paver installation, and electrical design. Lump Sum Amount of \$151,950.00

**RESOLUTION NO. 26-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Land Design Solutions, Inc., in the amount of ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$151,950.00) for Engineering Design Services for Clinton Avenue and Monroe Street Streetscape Improvements, Project No. 71-26-SP04, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Land Design Solutions, Inc., for Engineering Design Services for Clinton Avenue and Monroe Street Streetscape Improvements, Project No. 71-26-SP04," consisting of a total of nineteen (19) pages, plus forty-one (41) additional pages consisting of Attachments 1-16, and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 22nd day of January, 2026.

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President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 22nd day of January, 2026.

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Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**LAND DESIGN SOLUTIONS, INC.**  
**FOR**  
**ENGINEERING DESIGN SERVICES**  
**FOR**  
**CLINTON AVENUE AND MONROE STREET STREETSCAPE**  
**IMPROVEMENTS**

**Project ID Number 71-26-SP04**  
**January 22, 2026**

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**President of the City Council of the City of**  
**Huntsville, Alabama**  
**Date: January 22, 2026**

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**AGREEMENT BETWEEN**

**CITY OF HUNTSVILLE, ALABAMA**

**AND**

**LAND DESIGN SOLUTIONS, INC.**

**FOR**

**ENGINEERING DESIGN SERVICES**

**FOR**

**CLINTON AVENUE AND MONROE STREET STREETSCAPE**

**IMPROVEMENTS**

**Project ID Number 71-26-SP04**

THIS AGREEMENT made as of the 22nd day of January in the year 2026, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and LAND DESIGN SOLUTIONS, INC., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1 Professional Engineering Services for the design of Clinton Avenue and Monroe Street Streetscape Improvements, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

**1.4** The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

## **ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER**

**2.1** ENGINEER shall provide for OWNER Professional Engineering Services for the design of Clinton Avenue and Monroe Street Streetscape Improvements.

**2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

**2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.

**2.4** A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

**2.5** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

**2.6** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.

**2.7** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.

**2.8** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

**2.9** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.

**2.10** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

**2.11** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

**2.12** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83) National Adjustment 2011 (NA2011)
Geoid Model:	Geoid18
Units:	US Survey Feet

**2.13** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).

**2.14** The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.

**2.15** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

## **ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES**

### **OMITTED**

## **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4** Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5** Providing expert witness services and other services arising out of claims.
- 4.6** Provide services to stake site during construction.

## **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1** Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2** Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3** Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4** Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- 5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of January 23, 2026. The final completion date for the completion of design services as outlined in Article 2 shall be January 23, 2027. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE ENGINEER**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$151,950.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 REIMBURSABLE EXPENSES**

The scope of work for sub-contracted services is defined in the ENGINEER's scope of

services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

### **7.3 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

### **PAYMENT SUMMARY**

Engineering Design Services – LUMP SUM AMOUNT OF	\$151,950.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$151,950.00</u></b>

### **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

#### **8.1 INVOICES**

- 8.1.1** The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.
- 8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof

should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

## **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

## **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

## **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT;
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

## **8.5 W-9 TAXPAYER FORM**

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

## **ARTICLE 9 - GENERAL CONSIDERATIONS**

### **9.1 GENERAL**

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

### **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

### **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

### **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

### **9.5 IRRIGATION AND IRRIGATION CONTROLLERS**

- 9.5.1** All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.
- 9.5.2** Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.
- 9.5.3** Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

### **9.6 CHANGES**

- 9.6.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of

any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

## **9.7 ENGINEER'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

## **9.8 SEAL ON DOCUMENTS**

**9.8.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

**9.8.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

**9.8.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

**9.8.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more

than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

#### **9.9 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

#### **9.10 ESTIMATE OF CONSTRUCTION COST**

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

#### **9.11 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

#### **9.12 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

## **ARTICLE 10 - INDEMNITY AND INSURANCE**

### **10.1 INSURANCE**

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

### **10.2 MINIMUM SCOPE OF INSURANCE:**

#### **A. General Liability:**

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERS ENGINEERs Protective Insurance.

#### **B. Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

#### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT.

#### **D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

#### **E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

**F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

**C. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

**D. Workers' Compensation:**

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

**E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

**10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

**A. All Coverage:**

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such

information is promptly given to the OWNER

**B. Other Than Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

**ARTICLE 11- MISCELLANEOUS PROVISIONS**

**11.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

**11.2 INTENT AND INTERPRETATION**

- 11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.
- 11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.
- 11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.
- 11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".
- 11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.
- 11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

### **11.4 SUCCESSORS AND ASSIGNS**

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

### **11.5 NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the ENGINEER.

### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

### **11.7 SUBCONTRACT REQUIREMENTS**

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices

shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **11.9 FEDERAL IMMIGRATION LAW**

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

#### **11.10 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

#### **11.11 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

#### **11.12 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.13 ETHICS**

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S sub-consultants shall not offer services to the OWNER'S contractor.

#### **11.14 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**ENGINEER:**  
**LAND DESIGN SOLUTIONS, INC.**

BY: \_\_\_\_\_  
Mike Donnelly

TITLE: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**OWNER:**  
**CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Tommy Battle

TITLE: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**ATTACHMENT 1-SCOPE OF SERVICES**

**(Refer to letter dated December 30, 2025, from Mike Donnelly to Kathy Martin and attachments).**

Land Design Solutions, Inc.  
6996 LINDA STREET  
HUNTSVILLE, AL 35811

Email: mikeadonnelly@att.net  
Voice: 256.714.1470

December 30, 2025 (Revised)  
Ms. Kathy Martin, P.E.  
City Engineer  
Engineering Department  
City of Huntsville  
305 Fountain Circle  
Huntsville, AL 35801

RE: Streetscape Improvements  
Clinton Avenue and Monroe Street  
Intersection

Dear Kathy,

Following is our proposal for providing professional Landscape Architectural services for the above referenced area. It is our understanding Arts Huntsville has selected Haddad – Drugan (HD) as the Artist to design certain artistic paving and sculpture improvements at the Clinton – Monroe (CM) intersection. HD has designed two independent sculpture pieces “ALLEGRO” to be installed at SW quadrant of the intersection in the existing VBC landscape area fronting Clinton Street, and “POP” to be installed at the NW quadrant of the intersection on the sidewalk area at Front Row. Additionally, HD is providing the graphic design to be manufactured on the paving brick surface of the new CM intersection. The City of Huntsville Engineering Department has requested Land Design Solutions (LDS) to provide construction plans and coordinate with HD for the rework of the CM intersection for the installation of the artists paving brick design and assist with limited services towards POP and ALLEGRO sculpture installation.

#### **SCOPE OF PROJECT IMPROVEMENTS**

LDS and sub-consultants will provide design services incorporating the paving brick surface into a proposed paving section, renovation of adjoining sidewalks, curb & gutter and ramps to include renovation of the entry into the Hampton Inn on the SE quadrant of the intersection. Existing pedestrian crosswalk signals will be evaluated for PROWAG compliance and coordination with new ramps. Additionally, we will provide electrical design and limited construction administration services for POP and ALLEGRO sculptures and traffic control plans for installation of POP and ALLEGRO sculptures as well as the intersection construction.

#### **THE PLANS**

Land Design Solutions and sub-consultants will provide services / plans as follows:

**Preliminary Design:** This provides for initial coordination, schematic design and design development with COH, Arts Huntsville, and HD.

**Construction Documents:** This provides for the development of the final construction drawings, specifications and cost estimates.

### **CONSTRUCTION ADMINISTRATION**

HD has requested limited CA services of site observation for the electrical component of the project, through sub-consultant SSOE. This Task is defined below and in SSOE proposal.

### **SUB-CONSULTANTS**

Land Design Solutions will utilize the services of Mullins, LLC for a topographic survey of the project area to include a limited boundary survey of the adjoining tracks to establish R-O-W locations.

We anticipate a structural component with design of traffic brick edge restraints during phasing of traffic flow across structural sub-slab; we will use the structural engineering services of Echols, Lindsey and Moore (ELM), Structural Engineers for this effort. We have set up a \$6,000.00 budget for these structural services, as the extent of this service is unknown at this time.

A sub-surface Geo Tech study with borings will be performed for POP and Allegro sculpture footings, as well as the structural sub-slab (including structural design of sub-slab) beneath the paving brick intersection. We will use the services of Universal Engineering Services, LLC (UES) for this component of the project.

Evaluation of existing crosswalk signalization for PROWAG conformance, to include any new proposed crosswalk locations, will be by Somers Consulting Services, LLC (SCS). Additionally, SCS will provide traffic control plans (TCP) for installation of POP and ALLEGRO sculptures along with TCP plans necessary for the multi-staged construction of the intersection improvements.

Limited electrical design services for POP and ALLEGRO sculptures will be performed by SSOE Group (SSOE) in support of HD's lighting designer. SSOE will provide design services for site electrical service to the sculptures and their associated components. Additionally, limited Construction Administration services of on-site field observations during construction will be performed by SSOE.

### **SCHEDULE**

Preliminary Design and coordination work with Arts Huntsville and Haddad-Drugan has begun and is currently in revision of LDS preliminary plans. Please note, LDS proceeded with preliminary plans prior to contract, utilizing limited base condition information from adjacent projects and COH Planning Department.

We anticipate immediately beginning sub-surface Geo Tech work and Topographic Survey upon contract approval by City Council.

## **EXCLUSIONS**

This proposal specifically excludes plats, traffic studies, permits, any construction administration other than SSOE limited electrical site observation, and any work beyond the Scope of Work identified herein.

## **FEES**

### **TASK 1: TOPOGRAPHIC SURVEY**

Mullins, LLC will perform a topographic survey of project area showing surface features, apparent / marked existing utilities, ground survey at one foot contour interval with limited boundary survey to establish R-O-W on adjoining tracts.

### **TASK 2: GEO TECH STUDY**

UES will perform the Geo Tech Study with borings at proposed POP & ALLEGRO sculpture footing locations, and borings within proposed intersection sub-slab area.

### **TASK 3: THE PLANS**

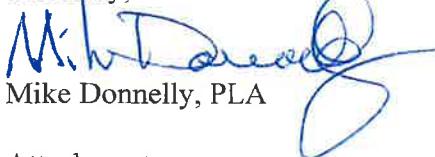
The consulting team shall develop Preliminary and Construction Plans as described above. The Construction Plan Package shall include Existing Conditions Plan, Demolition Plan, Erosion Control Plan, Keynote Plan, Layout Plan, Grading Plan, Sub-Slab Plan, Paving Brick Surface Plan, Phasing Plan, Traffic Control Plans, Electrical Plans, Enlarged plan View(s) of Hampton Inn NW Entry Improvements, with associated details and specifications for owner's use in obtaining bids.

Land Design Solutions and sub-consultants shall perform the above work for:

LDS fee .....	\$104,940.00
Sub-consultant fees .....	\$44,200.00
5% Administration fee .....	\$2,210.00
Plan Reproduction .....	<u>\$600.00</u>
Total lump sum fee .....	\$151,950.00

Note: ELM sub-consultant structural services is to be provided at hourly rates with a preliminary budget established at \$6,000.00.

Cordially,



Mike Donnelly, PLA

Attachments:

Hourly Rates

Sub-Consultant Proposals



November 10, 2025

To: Mike Donnelly, PLA  
Huntsville, AL

RE: Clinton–Monroe Intersection Topographic and Partial Boundary Survey

Mike;

Mullins, LLC (Mullins) is pleased to provide our services on the above-mentioned project within the following Scope of Work: Topographic and Partial Boundary Survey

Mullins will prepare a survey in accordance with the instructions included in your email of 10/30/25:

- Field run survey, based on NAVD 1988 and NAD 1983 datum.
- Curb & gutter shot out with points at 10' separation to include Pcs and Pts, including ramps and storm structures.
- Asphalt paving should be shot with a close grid to include road crown, all traffic striping (need centerlines of each road established and shown in topo)
- All utility valves, manholes, storm, inlets, sanitary and utility boxes (include tops, inverts and pipe sizes), any above ground utility boxes, all poles including traffic signal poles and equipment and guy wires.
- All ground features including sidewalks, walls (tops and grade shots at base), sidewalks ramps, planting areas.
- At Hampton Inn shoot out building face, stoop, door, finish floor, etc.
- Need R-O-W shown in delineated area of all adjoining tracts.
- Every effort will be made to recover and tie into existing survey control points at VBC, PARC and Front Row projects.
- 

Mullins will deliver both printed copy and cad file, which will contain the field points to CLIENT upon completion.

Fee

Mullins will perform the services outlined herein for a fee of \$4,500 (four thousand five hundred dollars). Mullins will invoice monthly, by progress, or by project milestone, at Mullins' discretion. Invoices are due on Net-10 terms.

Should the project be put on "hold" at the direction of CLIENT, Mullins will invoice for work completed, to date. Projects remaining on "hold" for more than 6 months will be considered complete and/or abandoned and will require an updated proposal reflecting the appropriate scope of work to complete the project documents.

Mullins, LLC is honored to be considered for this project and looks forward to continuing our working relationship with you. Upon your approval and signing of this proposal, Mullins LLC will begin work on the project as soon as possible, with a target delivery date to be determined.

Regards,

Charles Mike Franklin, PLS  
Survey Manager  
Mullins, LLC

Accepted

**SSOE Group**  
 200 Clinton Ave. W  
 Ste. 700  
 Huntsville, AL 35801  
 256.534.2353 T  
 256.534.7080 F

December 22, 2025

www.ssoe.com

Mr. Mike Donnelly  
 Land Design Solutions, Inc.  
 6996 Linda Street  
 Huntsville, Alabama 35811

RE: Clinton Monroe Intersection Improvements Project  
 Huntsville, AL  
 Design Services  
 SSOE Project No. P26-02500-00

Dear Mr. Donnelly:

SSOE Group is pleased to electrical design for raceway, wiring, power and controls for two internally illuminated art sculptures on the West side of the North and South corners of Clinton St. and Monroe Ave. in Huntsville, Alabama.

**A. Our understanding of the Scope of Work for this project includes:**

1. Scope includes coordinating the necessary electrical components for the tie-in to the existing site power distribution and lighting on the Front Row project currently under construction on the North side of Clinton Ave.
  - a) This tie-in includes necessary power and pathways for controls to both the North ("Pop") and South ("Allegro") sculptures on Clinton Avenue on the West sides of Monroe Street.
2. Additional coordination with existing underground utilities, access, and pathways to complete artwork lighting scope of work including recommendations for removal of existing or future structures that may impede visibility of artwork.
3. Limited construction administration services as outlined below

Drawings showing Demolition of existing or future conditions not known at this time are not included in our scope of work. Commissioning, set-up, and detailed installation of electrical components within the sculpture including rough-in within the artwork, Internal wiring components and specification of sculpture illuminated elements/controls are by others (Haddad Drugan). See **Attachment A** for Artist Scope of Work

**B. Design Review Meetings:**

1. General Review of the electrical design with project stakeholders
2. Meeting with COH and others to communicate rough-in concepts and

**C. Deliverables**

1. 80% Electrical Design drawings for review and comment
2. Final issue for Bid/Permit drawings stamped
3. Specifications to be provided on the drawings, all front-end bidding and contract requirements to be administered by others. The timing, phasing and final installation of the artwork is coordinated by others. Drawings to show the completed conditions with any interim steps to complete project timeline to be coordinated by others.

**D. Construction Administration**

- a) Answer contractor pre-bid and post-bid RFI's

Clinton Monroe Intersection Improvements Project  
 Electrical Design Services  
 SSOE Project No. P26-02500-00  
 December 22, 2025  
 Page 2 of 4

- b) Attend pre-bid meeting with prime, COH, and respective bidders.
- c) Review shop drawings for coordination purposes with final Art Design (to be provided prior by Haddad Drugan)

Note: Current proposal is based on "Huntsville Clinton Corridor Sculpture\_HD\_20251024" below.

Name	Status	Date modified	Type	Size
 Huntsville Clinton Corridor Sculpture_HD_20251024		12/5/2025 8:52 AM	PDF Document	6,063 KB

d) On-Site Field Observations

- 1) Conduit and box rough-in prior to coverage
- 2) Placement and installation of 'Pop' and 'Allegro' electrical cabinets including rough-in and controls pathways.
- 3) Rough-in observations for pathways into underground foundation bases (designed by others)
- 4) Final positioning of up lights

Specification of Leader cabling, controls cabling, terminations, data switches, foundations and footings to be designed, specified, and inspected by others.

### Fee Structure

1. We propose to furnish basic engineering services for a Lump Sum Fee of Twelve Thousand Seven Hundred Dollars (\$12,700). Invoices will be sent monthly, or at the completion of major phases of the project. Invoices will reflect the amount of work completed in attainment of the work as a percentage. Payment is due thirty (30) days after receipt of invoice.

### Reimbursable Expenses

- A. Reimbursable expenses will include travel expenses, delivery, courier, and shipping services, incurred while providing services.

### Additional Services and Project Change Orders

- A. If the project proceeds beyond the scope of the proposed project, or if services and deliverables are required beyond those indicated herein, SSOE can provide these services at the request of The Episcopal Church of the Nativity Representative under a written Additional Services Authorization (ASA).
- B. If during the project a change in Scope or services should occur, SSOE will advise The Episcopal Church of the Nativity Representative of the cost and schedule impact prior to proceeding with that portion of the work. Delay in The Episcopal Church of the Nativity Representative's approval may result in delays in schedule.
- C. Additional services will be furnished on an hourly basis, plus expenses, or can be provided under a separate agreement, per your request, with written approval to proceed under an ASA. Please see the attached *US Corporate Hourly Rates*.

### Contract Adopted by Reference

- A. SSOE Terms and Conditions

Clinton Monroe Intersection Improvements Project  
 Electrical Design Services  
 SSOE Project No. P26-02500-00  
 December 22, 2025  
 Page 3 of 4

### Clarifications and Assumptions

- A. Drawings / models from other design disciplines to be furnished in electronic format (DWG or RVT) for our use on the project. Reliable, existing As-Built plans and documents to be provided by Owner will be utilized for design.
- B. All submittal review documents and drawings shall be furnished in electronic / digital format for digital review / approval. Hard copy (paper) documents will not be accepted.
- C. SSOE will work with Land Design Solutions Inc. to meet the proposed schedule. It will be the responsibility of Land Design Solutions Inc. to provide reasonable notice to SSOE of scheduled meetings, field observations, and other project deadlines.
- D. A reasonable quantity of site visits and project meetings will be provided to review the project. Excessive requests for site visits / meetings will be considered an additional service that has not been included in the fee noted above.
- E. If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of SSOE, extension of SSOE's services beyond that time shall be compensated as Additional Services.
- F. This proposal is valid for a period of thirty (30) days.
- G. Coordination between design trades, limited to Electrical design is included in this Scope of Work. Coordination of other disciplines or the provision of Commissioning activities or Third-Party Testing shall be the responsibility of others.
- H. Requirements for Special Inspections are to be performed by others.
- I. Submittal process to AHJ for permitting is to be coordinated by others; associated fees by others. It is assumed that Permit Application will be made, and that Permit Fees will be paid by General Contractor or the Owner. SSOE will submit Permit Ready Electronic (pdf) documents.
- J. "Front-end" documentation, including procurement, administrative, and other contractual documentation usually prescribed in Division 00 and Division 01 of Specifications, as well as Contracts between the Owner, Contractors, and their Sub-Contractors is the responsibility of others.
- K. Alternates are not included in this Scope of Work and will be negotiated as additional services. Additive alternates designed, but not accepted, will be billed through bidding and negotiation phase. The value of deductive alternates shall be included and billed through bidding and negotiation.
- L. SSOE will receive design direction from Land Design Solutions, Inc. as a single point of contact (POC). Direction from the City of Huntsville or other Consultants, Construction Manager, or other Project Stakeholders will be provided through Land Design Solutions, Inc. All SSOE communications with those parties will be through Land Design Solutions, Inc. unless specifically requested in writing.

Clinton Monroe Intersection Improvements Project  
Electrical Design Services  
SSOE Project No. P26-02500-00  
December 22, 2025  
Page 4 of 4

**Acceptance**

A. SSOE is prepared to begin work immediately upon receipt of a signed proposal, please sign in the space provided on the first page of this proposal and return to us for our files. Your signature is acceptance of the terms and conditions outlined herein.

Please review and signify your acknowledgement by signing on the line provided below and returning a copy to our office. We will proceed with the work outlined above once we have received your approval in writing. If you have any questions, or if you would like additional information, please contact us at 256-585-6262, or via e-mail at [ayork@ssoe.com](mailto:ayork@ssoe.com).

SSOE Group



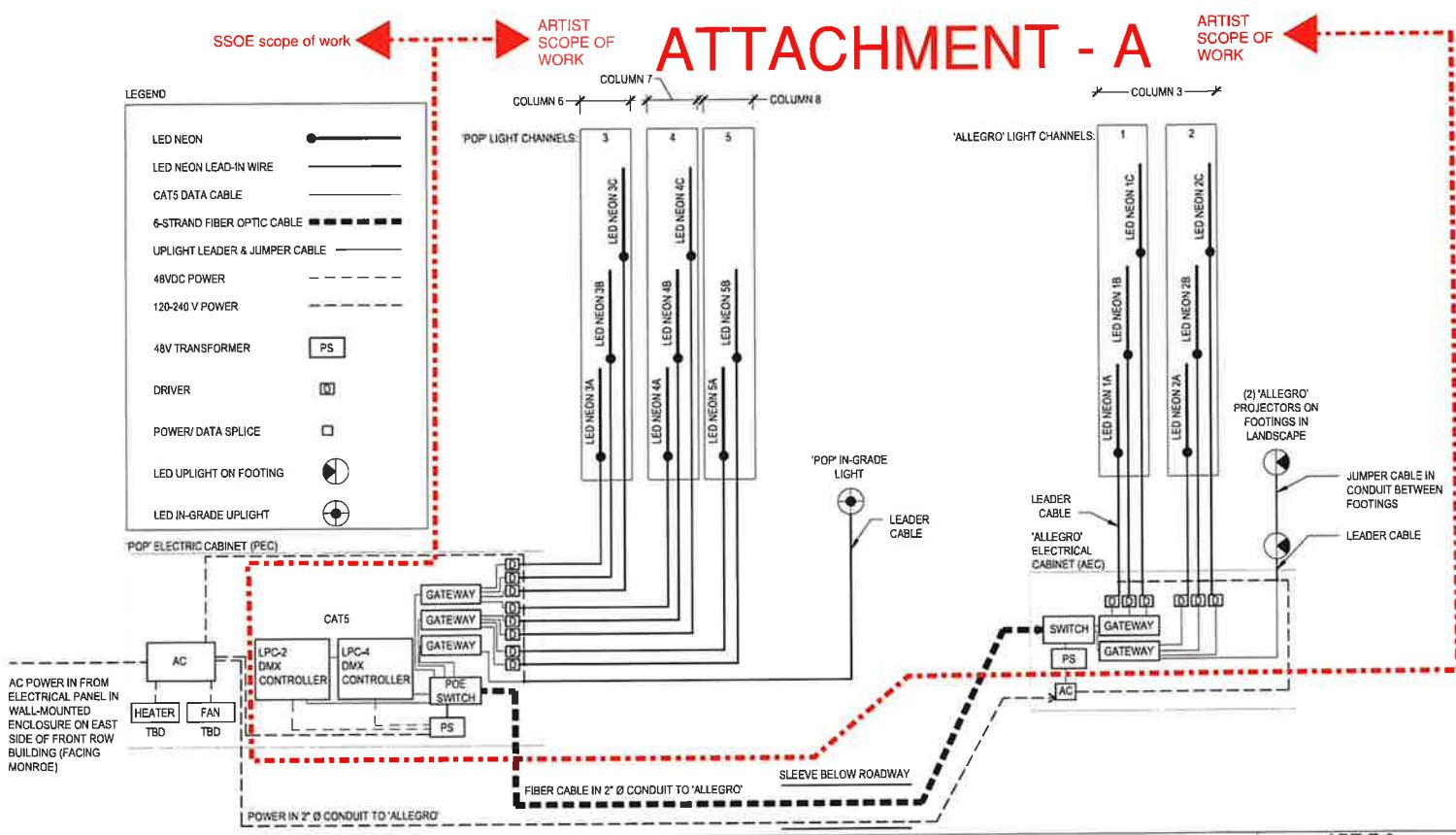
Andrew York, PE, CDT, LEED AP  
Business Leader

Attachments: *US Corporate Hourly Rates*  
*SSOE Terms and Conditions (03.17.2020)*  
*Attachment A*

ACCEPTED:

DATE:

## ATTACHMENT - A



**HADDAD DRUGAN**  
315 28TH AVENUE S.  
SUITE 100, BIRMINGHAM, USA  
TEL: 205-659-9474  
WWW.HADDAD-DRUGAN.COM

# 2025 Corporate Rate Schedule

- SSOE Group | U.S. Rates Only -

JOB CLASSIFICATION / CATEGORY	HOURLY BILLING RATE
Principal   Operations Manager	\$ 300.00
Program Manager   Division Manager   Practice Group Lead   Business Leader   Project Director	\$ 265.00
Senior Project Manager   Master Engineer   Master Architect   Department Manager	\$ 230.00
Engineer 6   Architect 6   Section Manager	\$ 215.00
Engineer 5   Tool Install Design Lead 5   Senior C&Q Agent   Senior Healthcare Planner	\$ 205.00
Project Manager   Architect 5   Tool Install Design Lead 4   VDC Technical Leader   Safety Manager   Process/Packaging Specialist   Design Tech Specialist	\$ 195.00
Engineer 4   Architect 4   Designer 6   Tool Install Design Lead 3	\$ 175.00
Designer 5   Project Controls 3   Tool Install Design Lead 2   Project VDC/BIM Specialist	\$ 165.00
Engineer 3   Architect 3   BIM/CAD Technical Specialist   C&Q Agent   Senior Interior Designer	\$ 150.00
Designer 4   Tool Install Design Lead 1   Project VDC/BIM Coordinator	\$ 140.00
Engineer 2   Assistant Project Manager   Project Controls 2	\$ 130.00
Designer 3   Architect 2   BIM/CAD Technical Coordinator   Senior Administrative Support   Healthcare Planner	\$ 120.00
Engineer 1   Architect 1	\$ 115.00
Designer 2   Project Controls 1   Interior Designer	\$ 105.00
Designer 1   Project Manager Assistant	\$ 95.00
Administrative Support   Engineering Intern   Architectural Intern	\$ 80.00

The above hourly billing rates are complete except for the following:

- Specialized or unique expertise beyond traditional services will be quoted relative to the project scope.
- Check-out and start-up services rates are 1.15 times the above hourly rates.
- Travel expenses, including meals, transportation, and lodging, will be invoiced at cost. Mileage is invoiced at the standard federal allowable rate per mile.
- When applicable, per diem allowances will be quoted on a per project basis.
- Miscellaneous related project and site expenses (telephones, computers, software, shipping, low-volume printing and photo copies, safety consumables, etc.) will be invoiced all-inclusive of \$4.00 per labor hour; or at cost, plus ten percent (10%).
- Purchased goods and services will be invoiced at cost plus ten percent (10%).

The above hourly billing rates are valid for services provided through September 30, 2025.

**NOTE:** Information regarding rates and billing procedures is CONFIDENTIAL. Please contact SSOE's Accounting Department with questions or comments.



**SOMERS CONSULTING SERVICES, LLC**

December 6, 2025

Mr. Mike Donnelly  
 Land Design Solutions  
 6996 Linda St.  
 Huntsville, AL 35811

**RE: Proposal for Traffic Engineering Services**  
**Traffic Control Plan – Clinton Street at Monroe Avenue**  
**Huntsville, AL**

Dear Mike:

Thank you for the opportunity to present this submittal for traffic engineering services. As requested, we have developed a proposal for a temporary traffic control plan. These services would be in support of your streetscaping design within the intersection of Clinton Street and Monroe Avenue in the downtown area of Huntsville. Our specific scope for this effort follows.

#### **SCOPE OF SERVICES**

Somers Consulting Services (SCS) will prepare a two-phase traffic control plan (TCP) to facilitate a partial intersection closure of the intersection of Clinton Street and Monroe Avenue. This will create a work zone to place pavers within the extents of the intersection. It is anticipated that each of the proposed two phases of the traffic control plan will remain in place for approximately two weeks. The TCP will be suitable for submission to the City of Huntsville Traffic Engineering Department and Engineering Department, and we will incorporate and comments received as applicable. SCS will deliver an approved TCP to Land Design Solutions stamped by an Alabama licensed professional engineer. The TCP will encompass the area depicted in the attached graphic, and will interface with existing temporary traffic control plans in place along Monroe Street both north and south of the intersections, and on Clinton Avenue west of the intersection as applicable.

SCS will also develop a temporary traffic control plan to allow for the deployment of sculpture and public art pieces on the northwest and southwest quadrants of the intersection. This works is assumed to be performed outside of the decorative paver installation described in the above paragraph and is priced as a stand-alone operation subsequent to the intersection work.

As an alternate task, SCS will evaluate the existing pedestrian signals and accomodations at the newly designed intersection to insure the traffic signal installation is in complaiance with the MUTCD and current ADA regulations. As appropriate, SCS will prepare a one-sheet plan to bring the installation into compliance once improvements are complete to include updating and relocation of pedestrian signal heads and pushbutton actuation devices.

#### **EXCLUSIONS**

- Land surveying (base map information will be based on readily available GIS data from the City of Huntsville or aerial images (e.g. Google Earth) as appropriate.)



- Coordination with the Alabama Department of Transportation, or any other entity outside of the City of Huntsville Traffic Engineering Department and Engineering Department
- Work outside the area depicted in Exhibit A, and additional phases of work
- Traffic studies, data collection or analysis
- Roadway/Intersection Design

#### SCHEDULE AND FEE

SCS proposes to perform this scope of services for a lump sum fee of **\$9,000 (\$3000 per phase)**. The alternate signal modification task for ADA and MUTCD compliance shall be as directed at a lump sum fee of **\$3000**. Direct reimbursable expenses may include but are not be limited to the following: printing, delivery charges, shipping, and mileage. All permit, application, third party review and submittal fees applicable or required are to be paid by the Client. Any additional services will be billed at my standard hourly billing rates of \$220 for Senior Engineer and \$175 for Designer.

Attached is a Professional Services Agreement. If this proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records.

Again, we thank you for the opportunity to work with you on this project. Please let me know if you have any questions or if you need any additional information.

Sincerely,

Andy Somers, PE, PTOE  
Somers Consulting Services

#### Attachments

- Exhibit "A" Anticipated Area of Work
- Exhibit "B" Professional Services Agreement

Cc: File



November 12, 2025

Land Design Solutions  
6996 Linda Street  
Huntsville, AL 35811

Attn: Mike Donnelly, ASLA

Re: Clinton-Monroe Intersection Improvements  
Structural Services Proposal

Dear Mike:

We are pleased that you contacted ELM to perform structural engineering services for the upcoming Clinton-Monroe Intersection Improvements project. Based on our conversation, I understand that the scope of structural services is still undefined at this time but will likely include the design of edge restraint elements for a concrete paver system. The edge restraint elements could be either concrete bands or steel angles, depending on aesthetic considerations, construction sequencing and other factors. Either scheme would be anchored to the concrete sub slab. ELM would provide anchorage design to the sub slab, but the sub slab design would be performed by the geotechnical engineer, who would retain sole design responsibility for the slab. We understand that there may be two free-standing sculptures as part of the overall project, but ELM would not be involved in design or review of structural considerations for those items. No other structural items are known to be in ELM's scope of services at this time.

Due to the uncertainty of the extents of ELM's scope at this time, we propose to provide structural engineering services on an hourly basis. Our current rates are as follows:

Principal	\$200.00
Associate Engineer	\$170.00
Engineer	\$150.00
Engineer Intern	\$130.00
Designer	\$100.00
CAD/REVIT Operator	\$ 80.00
Administrative/Clerical	\$ 70.00

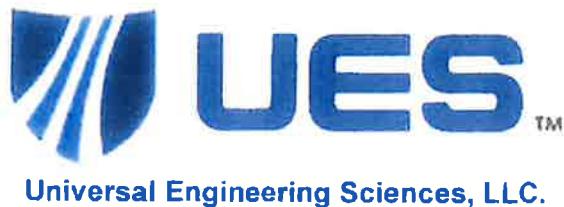
ELM will honor these rates for the duration of the project, assuming our services will not extend beyond two years from the date of this letter. ELM's services shall be performed under our standard Terms and Conditions, which are provided in a separate document.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Claude H. Moore'.

Claude H. Moore, P.E.  
President  
Echols, Lindsey & Moore Structural Engineers, Inc.



Universal Engineering Sciences, LLC.

November 3 2025

Land Design Solutions  
6996 Linda Street  
Huntsville, AL 35811

Attention: Mr. Mike Donnelly  
Subject: Proposal for Geotechnical Consulting Services  
Clinton Corridor Improvements  
Clinton Avenue at Monroe Street  
Huntsville, Alabama  
Proposal No.: G-25-343

### INTRODUCTION

Universal Engineering Sciences, LLC (UES) is pleased to submit this proposal for geotechnical consulting services for the subject site. This proposal presents a scope of services and fee for these services.

### PROJECT INFORMATION

The subject project will include improvements to the intersection of Clinton Avenue and Monroe Street in Huntsville, Alabama. These improvements will include setting vehicle grade pavers over a sand bedding and a sub-slab. The pavers will be 4"x8"x3" TK, Prest Brick, vehicular pavers as manufactured by Hanover Architectural Products.

Additional improvements include two free standing pop sculptures, "Pop & Allegro" at the northwest and southwest corners of the intersection.

### SCOPE OF SERVICES

#### Intersection Improvements

- Review of previous geotechnical evaluations performed in the general area;
- Subsurface exploration will consist of excavation, logging, and sampling of 4 soil test borings. The borings will be drilled to a depth of 10 feet each and include continuous Standard Penetration Test Sampling (SPTS). Traffic control will be required at each boring location.
- Groundwater readings will be recorded after drilling activities are completed. The borings will then be backfilled with soil auger cuttings and an asphalt cold patch.
- Laboratory testing to evaluate in-place moisture and plasticity/grain size characteristics of representative onsite soils.
- Preparation of a preliminary geotechnical engineering report to discuss the conditions encountered during the subsurface exploration, potential impacts these conditions could have on the proposed improvements, and recommendations relative to subgrade preparation. Specifically, the report will address the following:
  - Conditions encountered at the locations drilled;
  - Subgrade preparation considerations including undercutting requirements, if any;
  - Anticipated excavation considerations;

- Anticipated site preparation requirements, including undercutting and the presence of shallow rock;
- Fill material requirements;
- Pavement considerations; and,
- Fill compaction requirements.

#### Free Standing Pop Sculptures

- Subsurface exploration consists of two soil test borings, one at each sculpture location. Borings will be drilled to a depth of 20 feet each and include Standard Penetration Tests at selected intervals. Groundwater levels will be recorded after drilling and the borings will be back filled with soil auger cuttings and patched at the surface if necessary.
- Laboratory testing to evaluate soil index properties of representative samples;
- Preparation of a brief report presentation on findings, a recommended foundation type and geotechnically related design criteria;

#### FEES

The following fee is provided for the above-mentioned services:

Intersection Improvements	\$ 4,500.00
Traffic Control	\$ 2,000.00
Pop Sculptures	<u>\$ 2,500.00*</u>

\*If performed under same mobilization as Intersection Improvements.

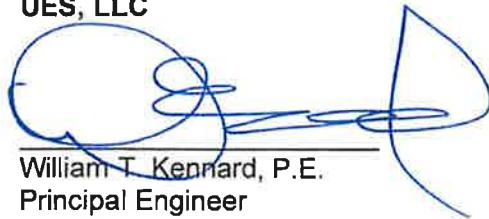
#### PROPOSAL AUTHORIZATION

If you agree to the terms of this proposal, please complete the Standard Agreement for Services and General Terms attached. Your execution of this document constitutes your authorization to perform the services listed in the Scope of Services, your agreement to pay the Fees specified above and your agreement to be bound by the enclosed Terms and Conditions.

#### CLOSING

We appreciate the opportunity to present this proposal to you. If you have any questions regarding our proposed scope, please call.

Respectfully Submitted,  
UES, LLC



William T. Kennard, P.E.  
Principal Engineer

Attachments: Standard Agreement for Services and General Terms

**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM****A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Land Design Solutions, Inc
- City of Huntsville current taxpayer identification number (if available): 40021  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 263-703, Alabama
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: Mike Donnelly Title (if applicable): President

Type or legibly write name: Mike Donnelly Date: 1-6-2012

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**0% COMPLETE – PRE-DESIGN CONFERENCE**

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

**CONFERENCE FORMAT**

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

**ATTENDEES:** (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

**DISCUSSION TOPICS:**

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **30% COMPLETE – CONCEPTUAL DESIGN**

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **60% COMPLETE – PRELIMINARY DESIGN CRITERIA**

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

### **CONFERENCE FORMAT**

#### **ATTENDEES:** (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of-way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **90% COMPLETE – FINAL REVIEW**

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

### **CONFERENCE FORMAT**

#### **DISCUSSION TOPICS**

Discussion topics will be handled open forum.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of-way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
  - Item Number
  - Item Description with standard specification used
  - Detailed calculation to include all measurements, conversion factors, and “standard” weights used
  - Final “calculated” amount and any “increased” amounts
  - Notes to include any deviation from referenced standard specifications

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**100% COMPLETE – READY TO ADVERTISE**

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

**ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE**

**Land Design Solutions, Inc.**  
6996 LINDA STREET  
HUNTSVILLE, AL 35811

Voice: 256.714.1470  
E-mail: [mikeadonnelly@att.net](mailto:mikeadonnelly@att.net)

January 1, 2025  
Hourly Rate Schedule

Senior Landscape Architect	\$165.00/Hr
Junior Landscape Architect	\$125.00/Hr
Draftsman	\$104.50/Hr
Administration	\$66.00/Hr

\*All rate will remain in effect through the duration of the project

**ATTACHMENT 6 - PROGRESS REPORT**  
**(Article 8)**

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

---

---

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MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____

"FINAL" INVOICE SUBMITTED  
SUBCONSULTANTS PAID IN FULL  
CONTRACTED COMPLETION DATE: January 23, 2027

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

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This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT \_\_\_\_\_ DATE \_\_\_\_\_

CITY PROJECT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>Fee</b>
Mullins, LLC 2101 West Clinton Avenue Suite 503 Huntsville, AL 35805	Topographic and Partial Boundary Survey	\$4,500.00
SSOE Group 200 Clinton Avenue W Suite 700 Huntsville, AL 35801	Electrical Design	\$12,700.00
Somers Consulting Services, LLC 2206 Shades Crest Road Huntsville, AL 35801	Traffic Engineering Services	\$9,000.00
Echols, Lindsey & Moore Structural Engineers, Inc. P.O. Box 405 Huntsville, AL 35804	Structural Engineering Services	\$6,000.00
Universal Engineering Sciences, LLC. 7201 Opportunity Boulevard Huntsville, AL 35810	Geotechnical Consulting Services	\$12,000.00
	<b>SUB-TOTAL</b>	\$44,200.00
	<b>5% Administrative Fee</b>	\$2,210.00
	<b>TOTAL</b>	\$46,410.00

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4
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## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

### **DRAWINGS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

### **OTHER DOCUMENTS**

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping."

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

## ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL

37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

NAME: \_\_\_\_\_  
(Utility Name)

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

CONSULTING ENGINEER: \_\_\_\_\_  
(Name)

ENGINEERING REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

I have reviewed design drawings or other information as available, and:

DO \_\_\_\_\_ DO NOT \_\_\_\_\_

have facilities that will require relocation. If relocation is required, a construction duration of \_\_\_\_\_ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

OTHER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

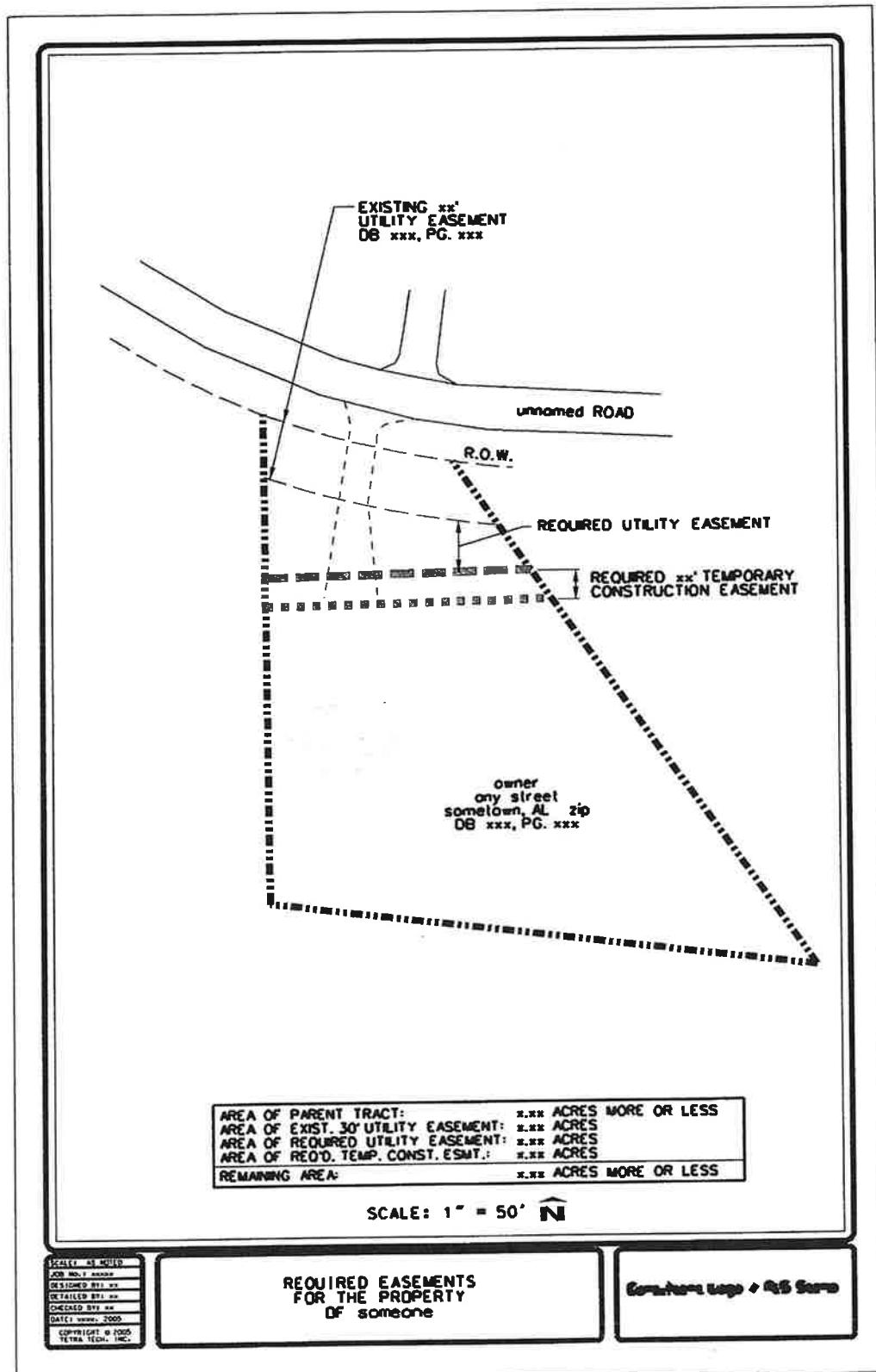
BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_  
OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **ATTACHMENT 11**

**ATTACHMENT 12**  
**SAMPLE**



## ATTACHMENT 13

### United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. **Horizontal accuracy.** For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plotable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.
2. **Vertical accuracy,** as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.
3. **The accuracy of any map may be tested** by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.
4. **Published maps meeting these accuracy requirements** shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."
5. **Published maps whose errors exceed those aforesaid** shall omit from their legends all mention of standard accuracy.
6. **When a published map is a considerable enlargement** of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."
7. **To facilitate ready interchange and use of basic information for map construction** among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.

U.S. BUREAU OF THE BUDGET

## ATTACHMENT 14

### **ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS**

#### **DRAWINGS:**

##### Individual Parcels

- Each individual parcel 8 1/2" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- All Parcels shall be closed shapes (polygons).
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

#### Color Standards (SAMPLE)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

#### **DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

#### **GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

## **ATTACHMENT 16 – REQUIRED DELIVERABLES**

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

**YES    NO    REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

\_\_\_\_\_  
Engineer